

Spencer Berry Farm, LLC Waiver of Liability

7177 E. 161st Street, Noblesville, IN 46062 | 317-776-1560

LAND USE ENTRY AND PHOTOGRAPHY RELEASE FORM

To Spencer Berry Farm, LLC: Please accept my entry to use your land on (DATE)_____ and all subsequent dates. Activities of land use include but are not limited to: jogging, running, walking, picking fruit, mazes, photography, and land rental.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING SPENCER BERRY FARM, LLC, SPENCER FARM, THE SPENCER FAMILY AND OTHERS FROM LIABILITY. THIS ENTRY AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of Spencer Berry Farm, LLC's issuance of permission to me or the acceptance of this form for land use on their property, I hereby freely agree to make the following contractual representations and agreements.

For myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively "successors"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY** the property owners, law enforcement agencies, all public entities, special districts, and properties and the respective agents, officials, and employees thorough or by which land use will be held (collectively, the "released parties") **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by my directly or indirectly in connection with, or arising out of, my participation in or association with the use of land.

I agree to not move equipment, farm tools or merchandise. I agree to not pick fruit (unless purchased) or vegetation and to be respectful of the farm and land. Photography is not allowed in the buildings.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of the agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other parties in defending, unless the other party or parties are finally adjusted liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver of modification.

Date:_____ User's Name:_____

Name of Business (if applicable):_____

Full Address:_____

Email:_____

Phone:_____ User's Age:_____

Liability Insurance Company:_____ Policy#_____

Signature of User:_____